

EXHIBIT C.



ASSIGNMENT OF RIGHTS

This Assignment of Rights (the "Assignment") is entered into January 21, 2015 (the "Effective Date") between Performance Arbitrage Company Inc., (the "ASSIGNEE"), and Liberty Trust Company FBO Patrick Mark Whitney (the "ASSIGNOR").

WHEREAS, the Assignor has entered into a "Contract" with Allen Dorsey, residing in South Carolina ("State"), and executed on or about May 22, 2014; and

Furthermore, on or about June 22, 2014, the Assignor voluntarily entered into a(n) Contract for Sale of Payments (Name of the "Contract") with Allen Dorsey (the "Seller") for the purchase of an income stream (Copy of said such Contract is hereby incorporated herein and is referenced by "Schedule A" and is included below.) If the above referenced Schedule is not accompanied with this agreement; then the agreement will be considered incomplete and unenforceable.

Under the aforementioned Contract, entered into solely by the Assignee and the Seller, the Assignee acknowledged that he/she was "acquiring only the Cash Flow hereinafter derived from the Asset and is not acquiring title or ownership interest to the underlying Asset";

On or around August 1, 2014 the Seller redirected payments derived from the underlying asset in breach of the terms of the Contract;

Despite the Assignor's acknowledgement and contractual standing as referenced above, the Assignor now requests that the Assignee, a non-contractual party, extend to the Assignor an alternative remedy being the Option to Purchase Defaulted Structured Asset Agreement, "OPDSAA"; and,

The Assignee now offers to the Assignor this Agreement as its final offer and sole remedy to the above referenced matter.

WHEREAS, the Assignor now desires to assign any and all rights, title, and interest pursuant to the aforementioned "Contract" to the Assignee, including but not limited to all interest in the UCC-1 filing. The Assignor also declares that the security interest should be assigned to PAC effective as of the date of this executed contract, and asks the states to honor such request. Furthermore, I as the original assignor hereby relinquish any and all rights pursuant to the UCC-1 filing as filed in the original seller's respective state.

FURTHERMORE, in consideration of the mutual covenants and benefits contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and to which are mutually agreed upon.



SECTION 1. ASSIGNMENT AND PAYMENT

- 1.1 *Assignment & Issuance of Promissory Note.* Assignor hereby assigns to Assignee all of Assignor's rights, title, and interest in and arising out of the Contract. In consideration of the Assignor's assignment under Section 1 of this Assignment, the Assignee shall issue to Assignor a promissory note in the amount of \$ \$25,579.16 USD and governed by all terms and conditions contained therein the Assignee's "Option to Purchase Defaulted Structure Asset Agreement", (OPDSAA).
- 1.2 *Payments TO THE ASSIGNOR WILL BE AS DESCRIBED IN THE OPDSAA.* Under the CSP, Assignee shall not be responsible for any payments or any other obligations pursuant to the Contract.

SECTION 2. MUTUAL RELEASE AND INDEMNIFICATION

Except for the obligations set forth in this Agreement, the Assignee and Assignor hereby release and forever discharge each other and their respective officers, members, and employees from any and all claims, losses, liabilities, obligations, suits, debts, liens, contracts, agreements, promises, demands, and damages, of any nature whatsoever, known and unknown, suspected and unsuspected, fixed or contingent, that any of them ever had, now have, or hereafter may have, related to or arising out of the Contract.

Further, Assignor agrees to indemnify and hold harmless Assignee from any and all claims, losses, liabilities, obligations, suits, debts, liens, contracts, agreements, promises, demands, and damages, of any nature whatsoever, known and unknown, suspected and unsuspected, fixed or contingent, that any of them ever had, now have, or hereafter may have, related to or arising out of the Contract.

Assignee reserves the right to replace the monthly sum of \$ 441.02 with a Replacement Contract at the Assignee's discretion. Assignee will replace the monthly sum of \$ 441.02 with monthly payments as described in the OPDSAA.

Assignee hereby assumes all of Assignor's rights, title, interest, and obligations arising out of the Contract.

SECTION 3. CONFIDENTIALITY

The Assignee and Assignor, and their respective officers, members, and employees, agree to keep the terms and conditions of this Agreement and the transactions contemplated hereby confidential, and agree not to disclose to any person or entity not a party to this Agreement any of the terms hereof, except as may be required by law.

SECTION 4. SUCCESSORS AND ASSIGNS, ENTIRE AGREEMENT & AMENDMENT



- 4.1 *Successors and Assigns.* The provisions of this Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.
- 4.2 *Entire Agreement; Amendment.* This Assignment constitutes the full and entire agreement among the parties with regard to the subject hereof and supersedes all prior agreements and understandings relating thereto. Neither this Assignment nor any term hereof may be amended, waived, discharged, or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge, or termination is sought.

SECTION 5. SEVERABILITY

- 5.1 In the event that any provision of this Assignment becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.

SECTION 6. COUNTERPARTS, SECTION HEADINGS & GOVERNING LAW

- 6.1 *Counterparts.* This Assignment may be executed in two or more counterparts which, when taken together, shall be deemed an original and constitute one and the same document. Facsimile transmission of executed signature pages shall be sufficient to bind the executing party.
- 6.2 *Section Headings.* Section headings contained in this Assignment are inserted for convenience of reference only and shall not be deemed to be a part of this Assignment for any purpose, and shall not in any way define or affect the meaning, constructions, or scope of any of the provisions hereof.
- 6.3 *Governing Law.* This Assignment shall be governed in all respects by the laws of the State of Mississippi, without regard to any provisions thereof relating to conflicts of laws among different jurisdictions.

SECTION 7. NOTICES

- 7.1 All notices under this Assignment shall be given to the Assignee and the Assignor at any of the addresses or contact numbers set forth below:

If to the Assignee
 Performance Arbitrage Company, Inc.
 232Market Street
 Flowood, MS 39232

TEL: (601) 914-7240

If to the Assignor
 Liberty Trust Company FBO Patrick Mark Whitney
 8226 Douglas Avenue, Suite 520
 Dallas, TX 75225

TEL: 800-473-1977



(Signatures Contained on the Following Page)

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

“Assignee”

Performance Arbitrage Company Inc.

By:

A handwritten signature in black ink, appearing to read 'Michelle Plant', written over a horizontal line.

SIGNATURE

Michelle Plant

PRINTED NAME

Its:

Vice President

TITLE

“Assignor”

SIGNATURE

Liberty Trust Company FBO Patrick Mark Whitney

PRINTED NAME


STATE OF SOUTH CAROLINA)

CONTRACT ASSIGNMENT

COUNTY OF GREENVILLE)

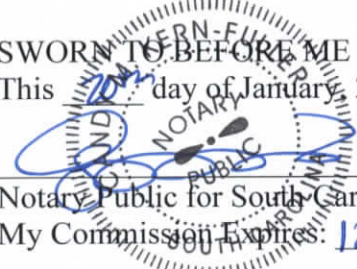
I, Katharine Snyder, President of Performance Arbitrage Company, Inc. (PAC), hereby assign all of its interest in contract number BAIC2564 involving the original parties of Patrick Whitney (Buyer) and Donna Sullivan (Seller) which was previously assigned to PAC, Inc. on 8/12/16 to Life Funding Options, Inc.

This 20 day of Jan, 2017.


Katharine Snyder

SWORN TO BEFORE ME

This 20 day of January, 2017


Notary Public for South Carolina

My Commission Expires: 12/8/2024